

Warranty, Returns and
Terms of Trade,
Residential Installations

Warranty

Latest Info



WARRANTY CONDITIONS

This warranty applies to the products sold by Central Heating New Zealand (CHNZ).

CHNZ warrants to the customer (the customer being the end user of the product(s))

1. Subject to paragraphs 2 – 8 below, the product is free from manufacturing defects for the period specified in the table below for that type of product, commencing from the date of the product is purchased. CHNZ will replace or repair (at CHNZ's discretion) any parts proved to CHNZ's satisfaction to be defective, at CHNZ's cost.
2. This warranty is provided subject to the following conditions:
 - The appliance/system has been installed correctly, used, and maintained in accordance with the installation and user manuals; and has not been tampered with, modified or otherwise subjected to misuse, neglect or damage.
 - Equipment must be adequately protected from the elements or damage from other outside sources.
 - The appliance/system has not been taken apart or repaired by anyone other than qualified service personnel.
 - The system has been serviced annually by an approved CHNZ service provider.

If the cylinder (if installed) fails within the warranty period, we require a water quality survey to be provided. The warranty will not apply to any defect caused in a cylinder caused by water quality issues (as shown in the water quality survey).

 - Repair or replacement of the boiler or any parts under this warranty does not lengthen or renew the warranty period.
 - The warranty will apply only to CHNZ design or approved system design.

WARRANTY EXCLUSIONS

3. Consequential losses: All other warranties and liability of CHNZ for any consequential loss or damage suffered as a result of defective products are expressly excluded.
4. Labour, travel and administrative costs:
 - CHNZ does not accept liability for any labour, travel or administrative costs associated with replacement of faulty parts unless:
 - the customer proves to CHNZ's satisfaction (at CHNZ's sole discretion) that system is not fit for purpose; or
 - otherwise agreed in writing by CHNZ.
 - If CHNZ does accept liability for labour, travel or administrative costs associated with replacement of faulty parts, then CHNZ's liability will be limited to:
 - Two hours of travel, charged at \$90 [plus/ inclusive GST] per hour; and
 - Ten hours of labour, charged at \$90 [plus/ inclusive GST] per hour.
 - Any agreed amount will be in the form of a credit to your account with CHNZ
 - labour costs due to difficult access to the product;
 - costs due to difficult access to the product and equipment installed in restricted or unsafe locations, including (but not limited to) the costs of hiring cranes, lift platform and the like, where access requires use of such equipment.
 - Costs related to troubleshooting or diagnosis of potential failures
 - CHNZ will not accept any additional costs associated with products purchased and installed in remote, rural areas, or locations more than 40 km from the original point of purchase under any circumstances.
 - NB: All claims not submitted within 90 days of warranty confirmation by CHNZ will not be accepted.

5. Products are not covered under warranty when undue stress is caused by poor system design and installation.
6. This Warranty shall not apply to any defect which, in CHNZ's sole discretion is deemed to, arise due to misuse, neglect, negligence or accident; or to any damage caused by flood, fire or act of God, or to any components or equipment manufactured or supplied by any business other than CHNZ.
7. CHNZ is not liable under any warranty, expressed or implied whether by the terms of trade or any relevant laws, unless the goods or equipment have been paid in full.
8. The terms of the Warranty above are expressly restricted to the repair and replacement of defective parts of the goods purchased and excludes every condition or warranty not herein set out. In particular, CHNZ is not liable or responsible, in any way, for any incidental or consequential damages or loss of any kind. This includes loss of time or travel associated with work outside agreed costs indicated in note 4 above.

These warranties and terms of trade must be read in conjunction with and including conditions found with specific product installation and maintenance instructions. All warranties are subject to, and include, these documents.

In the event of any conflict between the terms of this Warranty and any terms provided under a Manufacturer's warranty, the terms of this Warranty will prevail to the extent of that inconsistency.

This Warranty will continue in force for its original term, irrespective of what replacements may be made under it, and such replacements shall not attract any fresh warranty.

RESIDENTIAL LENGTH OF WARRANTY FOR PARTS SUPPLIED BY CHNZ WHEN PURCHASED AFTER 01.12.2020

| Parts | Warranty Period | Part Exclusions | Conditional Exclusions |
|---|---|--|---|
| DeLonghi Radiators | 25 years *Functional Warranty | TRVs, integral valves – 2 year only | *Functional Warranty. Warranty does not include damage to radiators located in aggressive environments such as bathrooms, pools, laundries, showers, public toilets, etc. Proof of inhibitor levels, check and recorded annually. |
| Korado Radiators | 25 years *Functional Warranty | TRVs, integral valves – 2 year only | *Functional Warranty. Warranty does not include damage to radiators located in aggressive environments such as bathrooms, pools, laundries, showers, public toilets, etc. Proof of inhibitor levels, check and recorded annually. |
| Multitubo Pipe System | 25 years | | The 25 year warranty is made up of two terms; 0-10 years for replacement product and replacement costs, 10-25 years for replacement of products only. Excludes incorrectly fitted connectors, incorrect applications, or excess heat. All warranty claims of pipe fittings will be pending subject to assessment of failed fittings. 100mm pipe tail required on each end of fitting. |
| Hot Water Cylinders | 5 years parts and labour 6-10 years parts only on pro rata basis | Element and thermostats – 2 year only | Excludes where water quality is excessively aggressive. The hot water cylinder warranty is calculated according to the length of time it has been installed. The amount paid is the replacement cost of the cylinder only minus 10% for each year of service. |
| VarioComp System, Variotherm Wall and Ceiling Systems | 10 years | | Incorrect application. |

| Parts | Warranty Period | Part Exclusions | Conditional Exclusions |
|---|----------------------------------|---|---|
| Arroll Radiators | 10 years *Functional Warranty | TRVs, integral valves – 2 year only | *Functional Warranty. Warranty does not include damage to radiators located in aggressive environments such as bathrooms, pools, laundries, showers, public toilets, etc. Proof of inhibitor levels, check and recorded annually. |
| Towel Rails | 10 years *Functional Warranty | TRVs, integral valves – 2 year only | *Functional Warranty. Proof of inhibitor levels, check and recorded annually. |
| Firebird Diesel Boiler Heat Exchanger and Parts | 5 years | Thermistors ,temperature sensors, electrodes, photocell – 1 year only | Proof of annual service & water treatment will be required |
| Baxi Gas Boilers (Residential) | | Thermistors , electrodes 1 year only | Proof of annual service & water treatment will be required |
| Rinnai Gas Boilers (Residential) | | Thermistors ,electrodes 1 year only | Proof of annual service & water treatment will be required |
| Flues | | | Excludes flues not connected in accordance with manufacturers guidelines |
| Hot Water Heat Pumps | | Electric relays, temperature sensors – 1 year only | Proof of annual service & water treatment will be required |
| Buffer Tanks & Thermal Stores | | Element and thermostats – 2 year only | Proof of annual service & water treatment will be required |
| Plate Heat Exchangers | | | Proof of annual service & water treatment will be required |
| Fancoil and Kickspace heaters | | | Proof of annual service & water treatment will be required. To maintain warranty coverage, the installation must include an access panel or manhold cover that meets our recommended sizing specifications. Warranty claims will not be accepted if the access provided is inadequate and requires the removal or modification of ceiling, walls, or joinery to service the unit. |
| Expansion Vessels | | | Correct system pressure and air pressure to be balance on expansion vessel. Incorrect commissioning of vessel is excluded |
| Pumps | | | Warranty covers only use for intended purpose. Failure due to lack of water pressure excluded. |
| Controllers | | | Warranty covers only use for intended purpose. Incorrect use, in correct power supply excluded |
| Fuel Tanks | | | Incorrect application |
| Manifolds | | Flow meters – 1 year | Incorrect application including excess temperatures or operation |

| Parts | Warranty Period | Part Exclusions | Conditional Exclusions |
|--|-----------------|------------------------------|---|
| Biomass/Pellet Boilers | 3 years | 2 year electrical components | Incorrect application or configuration |
| Accessories including Wiring Centres, Actuators, Fuel Gauges, Valves, TRVs | 2 years | | Warranty covers only use for intended purpose. Incorrect use, in correct power supply excluded |
| Spare Parts | 1 year | | Auto Air Vents and Pressure Relief Valves are covered by warranty on commissioning filling only. The most common reason for AAV and PRV failure is either incorrect system fill pressure, incorrect expansion vessel sizing or foreign object damage (FOD) to the valve seats due to insufficient flushing and cleansing of the system prior to commissioning. We recommend calculation of heating system water content to correctly size the expansion vessel. We also recommend satisfactory flushing of the heat source and heating system and fitting of an air separator and dirt trap such as Fernox TF1. |

**Functional warranty covers structural & functional failure of steel components, including welding.*

Excludes paint finish.

Returns

Returns fall into three

1. Damaged goods
2. Unwanted products
3. Warranty claims for replacement

1. Damaged Goods

It is imperative that all products are checked thoroughly for condition before signing the transport consignment note.

DAMAGED IN TRANSIT

- If a package is damaged in transit, REFUSE delivery and send it back with the carrier if possible.
- If you accept the package, note on the carrier's delivery report the condition of the shipment to you
- Take photographs of the damaged packaging before unpacking
- Take photographs of the damaged product (the complete product plus close-ups of the damage)
- Save the product and the packing boxes
- Notify Central Heating New Zealand Limited (CHNZ) immediately to arrange for the return and replacement and to arrange an insurance claim
- These products can be exchanged for the same title only
- No restocking fees apply on damaged products.

Damaged goods must be reported immediately. Please see the Conditions of Agreement of the Freight Transport Company.

NB: CHNZ is not liable for the damage of the product if notification and information is not sent immediately.

DAMAGED GOODS RETURN PROCEDURE

9. Contact CHNZ to report the non-requirement of the product as soon as possible.
10. Obtain a Return Authorisation (RA) number and a Returns Form from CHNZ before shipping the product back. No product will be accepted by CHNZ without a valid RA number. This will help ensure the proper action or credit upon processing.
11. Complete the Returns Form. This form requires:
 - The return authorisation number
 - Customer number
 - Invoice number
 - Reason for request
12. Email photographs of the damaged goods to CHNZ as soon as possible to enable a claim to be lodged with the freight company.
13. Return the product with the Returns Form and packaging to CHNZ.
14. A replacement product will be sent out with a separate invoice that will be credited if the claim is accepted.

NB: Any product returned to CHNZ after 10 working days of receiving your Return Authorisation (RA) number will not be accepted or credited. For further questions, or information, please contact CHNZ. We are here to assist you with any problems and/or concerns that may arise.

2. Unwanted Products

A number of CHNZ products are non-

- Special indent items
- Part coils of pipe
- Fittings
- Printed circuit boards or electronic control boxes
- Unspecified parts: Where a product with associated parts is ordered, but the parts are not specified CHNZ will supply standard issue parts. CHNZ cannot take responsibility for these parts not being suitable. This includes, but not limited to, radiator valves, pipe fittings or flues.

RESTOCKING FEE

Products which are not required and are returned will incur a restocking fee of 15% and will only be credited if the parts and packaging are in a saleable condition.

All product return requests must be made within 30 days from the invoice date, have all original packing slip info and be returned in a saleable condition with the original packaging intact. Original shipping charges are not refundable; CHNZ retains the right to bill freight if the goods were originally shipped free of charge.

The customer is responsible for shipping charges for all products being shipped back to CHNZ other than for the return of warranty items and goods damaged in transit.

UNWANTED PRODUCT RETURN PROCEDURE

1. Contact CHNZ to report the non-requirement soon as possible.
2. Obtain a Return Authorisation (RA) number and a Returns Form from CHNZ before shipping the product back. No product will be accepted by CHNZ without a valid RA number. This will help ensure the proper action or credit upon processing.

3. Complete the Returns Form. This form
 - The return authorisation number
 - Customer number
 - Invoice number
 - Reason for request and course of action to take: replacement, or repair.
4. Return product with returns form and packaging to CHNZ.
5. If the returned product is accepted as being in saleable condition the original invoice will be credited less the 15% re-stocking fee.

NB: Any product returned to CHNZ after 10 working days of receiving your RA number will not be accepted.

For further questions and additional information, please contact CHNZ. We are here to assist you with any problems and/or concerns that may arise.

3. Warranty claims for replacement parts

WARRANTY CLAIMS PROCEDURE

1. Request a Return Authorisation (RA) number. This number validates the part under CHNZ warranty process. All conditions of the warranty must be agreed at the point of CHNZ issuing RA number. No product or warranty claim will be accepted by CHNZ without a valid RA number. CHNZ will issue the required part and Returns Form. The warranty part must returned to CHNZ with the completed Returns Form.

This form requires:

- The return authorisation number Customer
- number
- Invoice number
- Reason for request and course of action to take: replacement or repair

NB: Any product returned to CHNZ after 10 working days of receiving your RA number will not be accepted.

2. CHNZ will analyse the part and determine the fault. If the returned part is accepted as a warranty claim no invoice will be issued.

Should a product be returned and is found not within warranty period or not a manufacturing fault then the part will be invoiced.

For further questions, or information, please contact CHNZ. We are here to assist you with any problems and/or concerns that may arise.

Terms of Trade

The following terms and conditions apply where Central Heating New Zealand Limited (CHNZ, we, us) supplies goods or services to a person, firm or company (the Client, you).

1 Terms of contract

By requesting us (Central Heating New Zealand Limited) to supply Goods or Services to you, by written contract or otherwise, you acknowledge and agree (or you are deemed to acknowledge and agree) that:

- (a) you have assented or agreed to these Terms forming part of each Contract notwithstanding anything that may be stated to the contrary in your enquiries or your order;
- (b) except as expressly agreed between you and us in writing:
 - (i) any other document entered into between you and us must be interpreted consistently with these Terms; and
 - (ii) to the extent that there is any inconsistency between these Terms and any other document, these Terms shall prevail.

2 Price

- 2.1 The price for Goods and Services will be as recorded in the Proposal provided to you whether in writing or otherwise.
- 2.2 We may withdraw any quotation before it is accepted, and in any event any quotation will lapse, without notice, 30 days after it is given, unless a deposit has been paid.
- 2.3 Upon payment of a deposit for a quote which has not been withdrawn, the price given in any such quote shall be held for six months from the date of the quote, at which time it will lapse without notice.
- 2.4 Unless agreed otherwise, GST will be payable by you as an additional amount on all prices and charges.
- 2.5 This entire clause 2 is subject to any variations in accordance with clause 3.

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Variations

- Any alteration to a Proposal will be a variation. A variation requested by you must be agreed by us in writing.

A variation includes, without limitation, changes to equipment positions once they have been installed, any necessary alteration to any aspect of a Proposal due to inaccurate information supplied by you (such necessity to be determined in our sole discretion) and delays which are out of our control.

We reserve the right to revise at any time of the quantity or type of goods or services supplied to you if we believe that other goods or services supplied by us will fulfil the same function. We will advise you of such variations, and for variations that we deem to be significant (in our sole discretion), your consent to the variation will be required (noting that such consent may not be unreasonably withheld by you). We may provide to you a refund for any amounts paid if the variations are of lesser value than provided to you in the Proposal, and we may issue an additional invoice to you if the variations result in further costs than provided to you in the Proposal.

In the event we are unable to commence or continue Work at a date and time agreed between you and us due to the state

of the premises (e.g. due to non-completion of foundation work), this will be a delay constituting a variation and we may, at our sole discretion, invoice you for any labour, time and other incidental costs arising from the variation.

- 3.5 A material fluctuation in our costs shall be a variation subject to expiry of the period specified in clause 2.3 above.
- 3.6 You will be liable to pay the original contract price and all additional costs incurred as a result of a variation, including the alteration of plans themselves and any losses incurred by us as a result of a variation. The price of any variation will not necessarily be charged on the same basis as any work already ordered, and such pricing is at our discretion [but based on our usual rates and charges].

4 Invoicing and Payment

- 4.1 We may render one or more Invoices for Work completed and Goods are delivered to the site or work pursuant to a Work Order is executed, as progress payments.
- 4.2 Invoices are due in full without the deduction or withholding of retentions within 7 days of receipt, unless prior written arrangement has been made with us. A final invoice shall be issued for any balance owing at completion. Clients with agreed credit accounts with us must pay in full by the 20th of the month following invoice.
- 4.3 Any deposit required by us is due by the date specified by us, or, if no date is provided, on acceptance of these Terms. Any such deposit is non-refundable.
- 4.4 If full payment of any invoice is not made on the due date then without prejudice to any other remedies available to us:
 - (a) we may cancel or withhold supply of further Goods or Services;
 - (b) interest on monies overdue shall be charged on a daily basis and be calculated by adding 5% per annum to the overdraft rate payable by us to our bankers at the time of and during such default, and interest shall continue to accrue both before and after judgement; and
 - (c) you shall indemnify Us for all costs and disbursements, including on a solicitor and own client basis, incurred by Us in recovering such monies owing.
- 4.5 If:
 - (a) you are in breach of any of these Terms; or
 - (b) you become insolvent, bankrupt, convene a meeting with your creditors or propose or enter into an arrangement with creditors, or make an assignment for the benefit of your creditors; or
 - (c) a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed with respect to you or any of your assets,

all payments due under any Contract shall become immediately due and payable to us and we may without prejudice to any other remedies available to us, immediately terminate any Contract

- 4.6 We may from time to time vary your credit limit with us at our sole discretion in relation to further purchases of Goods or Services. If any acquisition would be in excess of your credit limit, we reserve the right to require, prior to delivery of the Goods or provision of the Services, payment in cash of the amount by which the cost exceeds your credit limit.

5

Ownership

Ownership in the Goods shall not pass unless full payment of all monies owing to us has been made in full. Until all monies have been paid, the following shall apply:

- You hold the Goods supplied as fiduciary for us and will deal with them as agent for and on behalf of us (but will not hold yourself out as our agent to any third parties).
- (b) If any of the Goods are installed in or affixed to and become an accession to other Goods, the Security Interest continues in the accession in accordance with the PPSA. If the Goods become affixed to land then, provided that the Goods can be separated from the land to which they are affixed, they remain our property and we may uplift and retake possession of the Goods if you fail to meet your obligations under these Terms.
- (c) If the Goods subsequently become part of some other product or mass:
- (i) nothing in these Terms shall be construed as limiting the application of Sections 82 to 86 (inclusive) of the PPSA; and
 - (ii) we authorise you to sell the Goods as part of the mass provided that the proceeds of such sale are held in a separate account on trust for us, with our beneficial interest extending to the amount of all monies still owing by you to us, and such interest shall remain until all such monies have been paid. This authority may be revoked by us for any reason upon us giving you notice in writing.
- (d) In the event that you are in default of your obligations under these Terms you irrevocably give us and our agents the right to enter your property, or any property that you have rights of access to, at any time without notice, to uplift and remove any of the Goods supplied and resell them. At any time we may enter the property and retrieve any equipment and tools located at the property that are owned or leased by us. We shall not be liable for costs, damages or expenses or any other loss suffered by you or any third party as a result of such actions and you agree to indemnify us (and our agents) against any costs (including legal costs) or liability we suffer as a result of such actions.
- (e) In the event that the Goods are resold by us pursuant to clause 5(d), you will remain liable for any shortfall between the proceeds of such sale and any monies owed by you to us.

6 Timing and Risk

- 6.1 While we will endeavour to meet any timeframes specified in any Proposal or any other agreement with regards to timing, time shall in no case be of the essence with respect to the performance of any Work. Any such timeframes are agreed in good faith and are not to be treated as a condition of any Proposal and subsequent payment. We shall not be responsible for any delay and, to the maximum extent permitted by law, will not be liable for any loss incurred by you as a result of such delay. You shall not be entitled to cancel this Contract for any delay.

6.2

Risk in respect of the Goods sold shall pass to you upon delivery, or at the time you pay for the Goods, whichever is the earlier, irrespective of whether ownership passes at this time or not. It is your responsibility to insure the Goods.

- 6.3 We will not be liable for, and will not pay compensation to you for, any damage or loss that occurs once risk in the Goods has passed to you.

7 Access and Compliance with Acts and Regulations

7.1

Where you grant access to us over your property for the purposes of carrying out any Work, you shall ensure:

- (a) convenient access for the delivery and provision of the Goods and Services. If access is not convenient we may make a further charge to you that we consider reasonable in the circumstances to cover the additional costs that arise due to such inconvenience;
- (b) compliance with all legislation and regulations in relation to the property, including ensuring the property is in a safe state for us to undertake any necessary work.

7.2

If we have any concerns regarding the safety of our employees, in relation to the access and use of your property, we shall be entitled to halt all work on your property, until such time as our safety concerns have been resolved. In that case you shall be responsible for payment of work undertaken by us to that point and we shall not be liable to you on any basis arising from us having halted work.

7.3

We are not responsible for, and you agree to assume all liability and indemnify us for any residual damage to any property which arises from instructions issued by you requiring the alteration of work already done in accordance with any Proposal.

7.4

You are responsible for defining all relevant property boundaries and for obtaining and providing us with a copy of any consents or permits required in relation to any Work, prior to us commencing such Work. We will not be liable in any way for your failure to obtain, or your misunderstanding of, any consents or permits required in respect of the Works.

7.5

Upon commencement of any Work you shall ensure, at no cost to us, adequate safe storage facilities are provided for protection against theft and damage of the Goods or any equipment or other items belonging to us.

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8.1

PPSA

Without limiting anything else in these Terms, you

- (a) acknowledge that:
 - these Terms create in favour of us, a Security Interest in all present and after acquired Goods supplied by us to you (or for your account) to secure the payment by you to us of the amount owing; and
- (b) these Terms will apply notwithstanding anything, express or implied, to the contrary contained in any purchase order or in any enquiry by you; and
- (c) the Security Interest shall continue until we give you a final release.

8.2

You undertake

- (a) promptly do all things, sign any further documents and/or provide any information which we may require to enable us to perfect and maintain the perfection of our Security Interest (including by registration of a financing statement); and
- (b) give us not less than 14 days prior written notice of any proposed change in your name and/or any other change in your details (including, but not limited to, changes in your address, facsimile number, trading name or business practice).

8.3

Under the PPSA you are entitled to receive certain information in relation to financing statements registered against you as a debtor and certain attempts to deal with the

collateral of any security agreement. In relation to such rights, you agree:

- (a)(a) to waive your right to receive a verification statement under section 148 of the PPSA in respect of any financing statement or financing change statement relating to the Security Interest;
- (b) that nothing in sections 114(1)(a) and 133 of the PPSA shall apply to these Terms;
- (c) to waive your rights as a debtor under sections 116, 120(2), 121, 125, 126, 127, 129 and 131 of the PPSA to the extent that these rights may be waived under section 107(2) of the PPSA.

In addition, you agree that the Security Interest has the same priority in relation to all amounts forming part of the amount owing, including future advances.

9 Warranties

- 9.1 Where the manufacturer of the Goods has provided a manufacturer's warranty (Manufacturer's Warranty), this Manufacturers Warranty shall be extended to you. In order to be entitled to the Manufacturers Warranty, you must have used the Goods in accordance with the terms of the Manufacturer's Warranty and notified us of the claim within the warranty period applying to the Manufacturer's Warranty.

- (a) use reasonable care, skill and diligence;
- (b) use reasonable endeavours to perform the Services in a timely manner and in accordance with any timeframe agreed in writing with you;
- (c) comply with all applicable laws; and
- (d) comply with your reasonable instructions.

- 9.3 All warranties and representations not expressly stated in this Agreement or otherwise given by us to you in writing, including the CHNZ Warranty (whether express, statutory, implied or otherwise) are excluded to the maximum extent permitted by law.

- 9.4 Except to the extent of a Manufacturer's Warranty, and any other written warranties given by us to you as required by law (whether express, statutory, implied or otherwise), all warranties in respect of Goods sold or services supplied are excluded to the extent permitted by law.

- 9.5 Where you acquire Goods from us for business purposes, you acknowledge and agree that those Goods or Services (as applicable) are being supplied and acquired "in trade" and therefore the Consumer Guarantees Act 1993 does not apply.

- 9.6 You agree that sections 9, 12A and 13 of the Fair Trading Act 1986 do not apply to this Agreement. You further agree that you have not relied on any representations made by us in entering into this Agreement, and that accordingly this clause 9.5 is fair and reasonable.

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Damage and Defects

You shall, within 7 days of Completion (time being of the essence), inspect the Work and notify us if you believe there to be any defect, damage or failure to comply with the Proposal or any agreed variation. You shall then give us a reasonable period of time for inspection of any issue identified. If you fail to comply with any of the requirements in this clause 10, the Work shall be deemed to be free of any damage or defects.

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11.1

Liability

We shall not be liable:

- (a) where your instructions were contrary to our advice and where the Goods and Services match your

instructions but are not fit and suitable for the purpose for which you require them;

- (b) where you have altered or modified the Goods, mis-applied the Goods, not followed our instructions in respect to the Goods or have subjected them to any unusual or non-recommended use, servicing or handling; for defects in any designs prepared by any third party;
- (c) for claims arising wholly or partly by any factors beyond our control, including, without limitation, any loss resulting from a delay in production or supply of the Goods or services. Such factors include, but are not limited to, acts of nature, war, riot, power failure, industrial action, and defaults of any ancillary parties that we rely on in relation to the Goods and Services;
- (d) for any indirect or consequential loss of any kind;
- (e) for any goods supplied by you and which we use in relation to the Services; or
- (f) where the terms of any written warranty have not been complied with, or any manufacturer's handbook provided to you has not been complied with.

11.2

Our total liability under any warranty for defective Services or defective or damaged Goods is limited at our option to either:

- (a) remedying the defective Services;
- (b) replacing or repairing the defective or damaged Goods; or
- (c) refunding the price of the defective Services or defective or damaged Goods.

Where we elect to repair or remedy as provided above, we will use reasonable endeavours to do so as soon as practical, but will not be liable for any delay in completing the repairs.

11.3

Subject to the other provisions under this clause 11 our total liability to you arising out of any claim for loss or damages, however arising, shall not exceed the value of the Goods or Services which are the subject of the claim.

11.4

You agree to indemnify us against all claims and loss of any kind whatsoever, however caused, and whether arising as a result of your negligence or otherwise, brought by any person in connection with any matter, act, omission or error by you or your agents or employees.

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Guarantee

As part of this contract, we may require that you arrange for a guarantor to give a personal guarantee. Should we so require, we will not commence any Work until the guarantor has signed the guarantee in the form provided by us and any costs of executing such guarantee shall be borne by you.

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Cancellation by you

You may not cancel any order for Goods or Services or part of it without our written consent. If you do so, in addition to any other rights we may have, we may retain any deposit paid, and may charge you for any reasonable costs incurred by CHNZ prior to your cancellation.

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Waiver

Waiver of any of these Terms by us will only be effective if given in writing by an authorised person. If we waive any of these Terms the waiver shall apply to and operate only in the particular transaction, dealing or matter in respect of which it was given, and will not affect our rights under these Terms at any future time.

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Severability

Each clause in these Terms is severable and if any clause

is held to be illegal or unenforceable then the remaining clauses will remain in full force and effect.

16 Consumer Guarantees Act 1993 (CGA)

- 16.1 Where you are acquiring Goods and/or Services in trade the CGA shall not apply.

17 Construction Contracts Act 2002 (CCA)

- 17.1 To the extent that the Goods and/or services purchased under these Terms create a construction contract for the purposes of the CCA, then the CCA and this clause 17 apply.

- 17.2 Without limiting any other rights that we are entitled to, you acknowledge and agree that we:

- (a) are entitled to progress payments in accordance with sections 16 and 17 of the CCA and you will make payment on the due date for payment as defined in section 18 of the CCA;
- (b) retain the right to claim for payment under the CCA by submitting a payment claim as defined in the CCA. You must serve any payment schedule on us within 7 days of the date of the relevant payment claim; and
- (c) retain the right to suspend work under section 72 of the CCA.

18 Fair Trading Act 1986 (FTA)

- 18.1 To the extent that the Goods and/or services purchased under these Terms are provided to you, as a consumer, or as a small trade contract, the Fair Trading Act will apply.

19 Privacy Policy

- 19.1 We recognise the importance of protecting your personal information and privacy. We will comply with our obligations under the Privacy Act 2020 when handling your personal information. Our processes in respect of handling your personal information can be found in our Privacy Policy which is listed on our website.

- 19.2 You may ask to see any of your personal information that we hold and ask for any details that are wrong to be corrected.

- 19.3 You authorise us to collect, retain and use information provided by it for the purpose of carrying out credit checks, deciding whether to continue to provide goods to the Client, debt collection or marketing. You further authorise us to obtain credit reports and other information about you from any third party for this purpose.

- 19.4 You may decide whether to provide any information requested however if requested information is not provided, you acknowledges that we may not be able to provide the goods or services to you.

- 19.5 You authorise us to provide information about you (including information relating to any default in payment obligations) to any third party for the purpose of that party carrying out credit checks, obtaining credit reports or debt collection. To the extent permitted by law those third parties may hold that information in their systems and use it now and in the future.

20 Governing Law

- 20.1 These Terms are governed by New Zealand law.

21 Updates

- 21.1 These Terms may be updated by us from time to time, and such updated terms will apply to all Proposals (including variations) placed after such updated terms are published on our website. Current terms may be obtained from us on request by you. We will contact you in writing with any updates to the Terms that we consider to be fundamental to the nature of our engagement, however you acknowledge that it is your responsibility to ensure that you are aware of the Terms that apply when engaging with us.

22 General

- 22.1 The failure by either party to enforce any provision of these terms and conditions shall not be treated as a waiver of that provision, nor shall it affect that party's right to subsequently enforce that provision. If any provision of these terms and conditions shall be invalid, void, illegal or unenforceable the validity, existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.
- 22.2 We may licence and/or assign all or any part of our rights and/or obligations under this Contract without your consent.
- 22.3 You cannot licence or assign without our written approval.
- 22.4 Neither party shall be liable for any default (except in relation to payment of any monies due and owing) under this Contract due to any act of God, war, terrorism, strike, lock-out, industrial action, fire, flood, storm, national or global pandemics and/or the implementation of regulation, directions, rules or measures being enforced by Governments or embargo, including but not limited to, any Government imposed border lockdowns (including, worldwide destination ports), etc, ("Force Majeure") or other event beyond the reasonable control of either party.
- 22.5 Both parties warrant that they have the power to enter into this Contract and have obtained all necessary authorisations to allow them to do so, they are not insolvent and that this Contract creates binding and valid legal obligations on them.

23 Definitions

"CHNZ Warranty" means the warranty on the terms and conditions set out in the warranty document provided by us to you with respect to the goods and/or services (if applicable).

"Completion" means when all services pursuant to a Work Order have been completed.

"Contract" means the contract between you and Us for the provision of the Goods and/or Services of which these Terms and the Proposal form part.

"GST" means goods and services tax pursuant to the GST Act as amended or replaced).

"GST Act" means the Goods and Services Tax Act 1985 (as amended or replaced).

"Goods" means all goods supplied by us to you from time to time, and (unless the context requires otherwise) includes all proceeds of such Goods and any product or mass which the Goods subsequently become part of.

"PPSA" means the Personal Property Securities Act 1999 (as amended or replaced).

"Proposal" means any document recording your instructions for the supply of Goods and/or the delivery of Services pursuant to which we commence any work and includes any final quote for such instructions, however given.

"Security Interest" means the security interest provided for by these Terms.

"Services" means all services provided by us to you from time to time, including the delivery and installation of the Goods and all services incidental to such delivery and installation.

"Terms" means these terms and conditions.

"Us or We" means Central Heating New Zealand Limited.

"Work" means all work directly or indirectly related to a Proposal.